

**AMENDED AND RESTATED  
BY-LAW NUMBER 1  
A BY-LAW RELATING TO THE BUSINESS AND AFFAIRS OF  
FORZA PETROLEUM LIMITED**

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this by-law, unless the context otherwise requires:

“Act” means the *Canada Business Corporations Act* RSC 1985, c. C-44 and the regulations enacted pursuant to it and any statute and regulations that may be substituted for them, in each case, as amended from time to time;

“Applicable Securities Laws” means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the written rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each province and territory of Canada;

“articles” means the articles, as that term is defined in the Act, of the Corporation, as amended or restated from time to time;

“auditor” means the auditor of the Corporation;

“Board” means the board of directors of the Corporation;

“by-law” means a by-law of the Corporation;

“Chair” means the chair of the Board;

“Chief Executive Officer” means the chief executive officer of the Corporation;

“Corporation” means the corporation incorporated on December 31, 2012 under the name “Oryx Petroleum Corporation Limited”;

“director” means a director of the Corporation;

“electronic document” means, except in the case of a statutory declaration or affidavit required under the Act, any form of representation of information or of concepts fixed in any medium in or by electronic, optical or other similar means and that can be read or perceived by a person or by any means;

“Lead Independent Director” means, in the case where the Chair is not independent (as defined under Applicable Securities Laws), the director appointed by the Board to hold such office;

“officer” has the meaning set forth in the Act but reference to any specific officer is to the individual holding that office of the Corporation;

“person” means an individual, body corporate, partnership, joint venture, trust, unincorporated organization, association, the Crown or any agency or instrumentality thereof, or any entity recognized by law;

“proxyholder” means a person holding a valid proxy for a shareholder;

“public announcement” shall mean disclosure in a press release reported by a national news service in Canada or in a document publicly filed by the Corporation under its profile on the System for Electronic Document Analysis and Retrieval at [www.sedar.com](http://www.sedar.com);

“shareholder” means a shareholder of the Corporation; and

“voting person” means, in respect of a meeting of shareholders, a shareholder entitled to vote at that meeting, a duly authorized representative of a shareholder entitled to vote at the meeting or a proxyholder entitled to vote at that meeting.

Terms defined in the Act and used herein, unless otherwise defined herein or the context otherwise requires, shall have the same meaning herein as in the Act.

## **1.2 Number, Gender and Headings**

In this by-law, unless the context otherwise requires, words in the singular include the plural and vice-versa and words in one gender include all genders. The insertion of headings in this by-law and its division into Articles, Sections and other subdivisions are for convenience of reference only, and shall not affect the interpretation of this by-law.

## **1.3 By-Law Subordinate to Other Documents**

This by-law is subordinate to, and should be read in conjunction with, the Act and the articles of the Corporation.

## **1.4 Computation of Time**

The computation of time and any period of days shall be determined in accordance with the Act and the provisions of the *Interpretation Act* (Canada) and any statute that may be substituted for it, as amended from time to time.

# **ARTICLE 2 DIRECTORS**

## **2.1 Notice of Meeting**

Any director may call a meeting of the Board by giving notice stating the time and place of the meeting to each of the other directors. Notices of meetings of the Board shall be given in accordance with Section 8.1 no less than five business days before the date of the meeting, provided that meetings of the

Board may be held without formal notice if all the directors are present and do not object to notice not having been given, or if those absent waive notice in any manner before or after the meeting.

The Board may appoint, by resolution, dates, times and places for regular meetings of the Board. A copy of any such resolution shall be given to each director forthwith after being passed, but no other notice is required for any such meeting except where the Act requires the purpose of or the business to be transacted at a meeting to be specified.

## **2.2 Meetings Without Notice**

A meeting of the Board may be held without notice immediately following any meeting of shareholders at which directors are elected.

## **2.3 Place of Meeting**

A meeting of the Board may be held at any place within or outside Canada.

## **2.4 Quorum for Board Meetings**

At any meeting of the Board, a quorum for the transaction of business shall be a majority of the number of directors in office from time to time.

The Board shall not transact business at a meeting of directors unless the minimum number of resident Canadian directors required by the Act are present.

## **2.5 Participation by Communications Facility**

A director may, in accordance with the Act, participate in a meeting of the Board or of a committee of the Board by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. A director participating in such a meeting shall be deemed to be present at that meeting.

## **2.6 Chair of Board Meetings**

The Chair shall preside as chair of all meetings of the Board. If there is no Chair or if the Chair is not present or is unwilling to act as chair of a Board meeting, then (a) the Lead Independent Director of the Board, if such position exists and is occupied at the time, shall preside as chair of the meeting, or (b) if there is no Lead Independent Director or if the Lead Independent Director is not present, then the Chief Executive Officer of the Corporation, if present and a director and willing to act, shall preside as chair of the meeting. In any other case, the directors present at the meeting shall choose a director to preside as chair of the meeting.

## **2.7 Votes at Board Meetings**

Each director present at a meeting of the Board shall have one vote on each motion arising. Motions arising at meetings of the Board shall be decided by a majority of the votes cast. The chair of the meeting shall not have a second or casting vote.

## **2.8 Committees**

Subject to the provisions of the Act and unless otherwise determined by the Board, each committee of the Board shall have the power to fix its quorum at not less than the majority of its members, to elect its chair and to regulate its procedure.

## **2.9 Officers**

Each officer shall hold office at the pleasure of the Board. Any officer may, however, resign at any time by giving notice to the Corporation.

# **ARTICLE 3 ADVANCE NOTICE OF NOMINATIONS OF DIRECTORS**

## **3.1 Advance Notice of Nominations of Directors**

- (a) Subject only to the Act and the articles of the Corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the Board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if the election of directors is a matter specified in the notice of meeting,
  - (i) by or at the direction of the Board, including pursuant to a notice of meeting;
  - (ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act, or a requisition of a shareholders meeting by one or more shareholders made in accordance with the provisions of the Act; or
  - (iii) by any person (a “Nominating Shareholder”) who:
    - (A) at the close of business on the date of the giving of the notice provided for in this Article 3 and on the record date for notice of such meeting, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and provides evidence of such beneficial ownership to the Corporation, and
    - (B) complies with the notice procedures set forth below in this Article 3.

## **3.2 Nominations for Election**

For the avoidance of doubt, the procedures set forth in this Article shall be the exclusive means for any person to bring nominations for election to the Board before any annual or special meeting of shareholders of the Corporation.

### **3.3 Timely Notice**

In addition to any other applicable requirements, and notwithstanding any other provision of this by-law, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the corporate secretary of the Corporation in accordance with this Article.

### **3.4 Manner of Timely Notice**

To be timely, a Nominating Shareholder's notice must be given:

- (a) in the case of an annual meeting (including an annual and special meeting) of shareholders, not less than thirty (30) days prior to the date of the meeting; provided, however, that in the event that the meeting is to be held on a date that is less than fifty (50) days after the date (the **Notice Date**) on which the first public announcement of the date of the meeting was made, notice by the Nominating Shareholder shall be made not later than the close of business on the tenth (10th) day following the Notice Date; and
- (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not also called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the meeting was made.

### **3.5 Proper Form of Notice**

To be in proper written form, a Nominating Shareholder's notice must set forth or be accompanied by, as applicable:

- (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (a "Proposed Nominee"):
  - (i) the name, age and business and residential address of the Proposed Nominee;
  - (ii) the principal occupation, business or employment of the Proposed Nominee, both present and within the five years preceding the notice;
  - (iii) whether the Proposed Nominee is a "resident Canadian" within the meaning of the Act;
  - (iv) the number of securities of each class of voting securities of the Corporation or any of its subsidiaries beneficially owned, or controlled or directed, directly or indirectly, by the Proposed Nominee, as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;
  - (v) a description of any relationship, agreement, arrangement or understanding (financial, compensation or indemnity related or otherwise) between the Nominating Shareholder and the Proposed Nominee, or any affiliates or associates

of, or any person or entity acting jointly or in concert with the Nominating Shareholder or the Proposed Nominee, in connection with the Proposed Nominee's nomination or election as a director;

- (vi) whether the Proposed Nominee is party to any existing or proposed relationship, agreement, arrangement or understanding with any competitor of the Corporation or any other third party which may give rise to a real or perceived conflict of interest between the interests of the Corporation and the interests of the Proposed Nominee; and
- (vii) any other information relating to the Proposed Nominee that would be required to be disclosed in a dissident's proxy circular or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the Act or any Applicable Securities Laws; and

(b) as to the Nominating Shareholder:

- (i) the name, business and residential address of such Nominating Shareholder;
- (ii) the number of securities of each class of voting securities of the Corporation or any of its subsidiaries beneficially owned, or controlled or directed, directly or indirectly, by such Nominating Shareholder or any other person with whom such Nominating Shareholder is acting jointly or in concert with respect to the Corporation or any of its securities, as of the record date for the meeting (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;
- (iii) its interests in, or rights or obligations associated with, any agreements, arrangements or understandings, the purpose or effect of which is to alter, directly or indirectly, such Nominating Shareholder's economic interest in a security of the Corporation or such Nominating Shareholder's economic exposure to the Corporation;
- (iv) full particulars regarding any proxy, contract, arrangement, agreement, understanding or relationship pursuant to which such Nominating Shareholder, or any of its affiliates or associates, has any interests, rights or obligations relating to the voting of any securities of the Corporation or the nomination of directors to the Board;
- (v) full particulars of any direct or indirect interest of such Nominating Shareholder in any contract with the Corporation or with any of the Corporation's affiliates;
- (vi) whether such Nominating Shareholder intends to deliver a proxy circular and/or form of proxy to any shareholder of the Corporation in connection with such nomination or otherwise solicit proxies or votes from shareholders of the Corporation in support of such nomination; and

- (vii) any other information relating to such Nominating Shareholder that would be required to be disclosed in a dissident's proxy circular or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the Act or any Applicable Securities Laws; and
- (c) a written consent duly signed by each Proposed Nominee to being named as a nominee for election to the Board and to serve as a director of the Corporation, if elected.

References to "Nominating Shareholder" in this Article 3 shall be deemed to refer to each shareholder that nominates or seeks to nominate a person for election as director in the case of a nomination proposal where more than one shareholder is involved in making such nomination proposal.

### **3.6 Other Information**

The Corporation may require any Proposed Nominee to furnish any other information as may reasonably be required by the Corporation to determine the eligibility of such Proposed Nominee to serve as an independent director of the Corporation or that would reasonably be expected to be material to a reasonable shareholder's understanding of the independence and/or qualifications of such Proposed Nominee.

### **3.7 Notice to be Updated**

In addition, to be considered timely and in proper written form, a Nominating Shareholder's notice shall be promptly updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting.

### **3.8 Power of the Chair**

The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

### **3.9 Delivery of Notice**

Notwithstanding any other provision of this by-law, notice given to the corporate secretary of the Corporation pursuant to this Article may only be given by personal delivery, facsimile transmission or by e-mail, and shall be deemed to have been given and made only at the time it is served by personal delivery, sent by facsimile transmission (provided that receipt of the confirmation of such transmission has been received) or sent by e-mail, to the corporate secretary of the Corporation at the address of the service office of the Corporation or the facsimile number or email address stipulated under the Corporation's profile on the System for Electronic Document Analysis and Retrieval at [www.sedar.com](http://www.sedar.com), as applicable; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Geneva time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

### **3.10 Board of Directors Discretion**

Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this Article.

## **ARTICLE 4 MEETINGS OF SHAREHOLDERS**

### **4.1 Notice of Shareholders' Meetings**

The Board may call a meeting of shareholders by causing notice of the time, place and, when required by the Act, purposes of the meeting to be given to each shareholder entitled to vote at the meeting, each director and the auditor. Subject to any Applicable Securities Laws, or policy, such notice shall be given no less than 21 days and no more than 60 days before the meeting.

### **4.2 Quorum at Meetings of Shareholders**

A quorum at meetings of shareholders consists of two or more voting persons present and authorized to cast in the aggregate not less than 25% of the total number of votes attaching to all shares carrying the right to vote at that meeting. If there is no quorum present at the opening of any meeting of shareholders, the chair of the meeting may adjourn the meeting to a fixed time and place in the manner provided in Section 4.8.

### **4.3 Chair of Shareholder Meetings**

The Board may appoint a director or officer to preside as chair of a meeting of shareholders. If no such resolution is passed in respect of a meeting of shareholders, the Chair shall preside as chair of such meeting of shareholders and, if there is no Chair or the Chair is not present or is unwilling to act as chair of such shareholder meeting, then (a) the Lead Independent Director of the Board shall preside as chair of the meeting if present and willing to act, or (b) if there is no Lead Independent Director or if the Lead Independent Director is not present, then the Chief Executive Officer of the Corporation shall preside as chair of the meeting if present and willing to act. In any other case, the shareholders present shall choose any person present to be the chair of the meeting.

The chair of any meeting of shareholders shall not have a second or casting vote.

Subject to the Act and this by-law, the chair of a meeting of shareholders shall conduct the proceedings thereat in all respects and his or her decision in any matter or thing, including, but without limitation, any question regarding the validity or invalidity of any instruments of proxy, shall be conclusive and binding upon the meeting.

### **4.4 Voting**

Unless the chair of a meeting of shareholders directs a ballot or a voting person demands one, each motion shall be voted upon by a show of hands. Each voting person has one vote in a vote by show of hands. A ballot may be directed by the chair of a meeting of shareholders or demanded by a voting person either before or after a vote by show of hands. A ballot so directed or demanded shall be taken in such manner as the chair of the meeting shall direct. If a ballot is taken, each voting person shall be entitled with



respect to each share which he is entitled to vote at the meeting upon the motion, to one vote or such other number of votes as may be provided by the articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said motion. Subject to compliance with the Act, any vote at a meeting of shareholders may be taken in whole or in part by means of a telephonic, electronic or other communication facility that the Corporation has made available for that purpose. Unless a ballot is directed or demanded, an entry in the minutes of the meeting to the effect that the chair of the meeting declared a resolution to be carried or defeated is, in the absence of evidence to the contrary, proof of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.

In the case of any dispute as to the admission or rejection of a vote given on a ballot, the chair of the meeting must determine the dispute and his or her determination is final and conclusive.

#### **4.5 Scrutineers**

The chair of a meeting of shareholders may appoint for that meeting one or more scrutineers, who need not be voting persons, and who shall act according to the instructions of the chair.

#### **4.6 Who May Attend Shareholders' Meeting**

The only persons entitled to attend a meeting of shareholders are voting persons, the directors, auditors and the officers, as well as others permitted by the chair of the meeting.

#### **4.7 Participation by Communication Facility**

Any person entitled to attend a meeting of shareholders may participate in the meeting by means of a telephonic, electronic or other communication facility if the Corporation has made available such communication facility and provided that the chair is satisfied that all participants are able to communicate adequately during the meeting. For greater certainty, a meeting of the shareholders may be held entirely by means of such a telephonic, electronic or other communication facility provided that the forgoing requirements are met. A person participating in a meeting by such means is deemed to be present at the meeting.

#### **4.8 Adjournments**

The chair of the meeting may, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. The reconvened meeting following the adjournment shall be duly constituted if a quorum is present and if it is held in accordance with the terms of the adjournment.

#### **4.9 Inquiries**

The chair of a meeting of shareholders may, but need not, at any time (including prior to, at, or subsequent to the meeting), ask questions of, and request the production of evidence from, a shareholder (including a beneficial owner), the transfer agent or such other person as the chair considers appropriate for the purposes of determining a person's share ownership position as at the relevant record date or authority to vote. Any such inquiry or request by the chair shall be responded to as soon as reasonably possible.

## **ARTICLE 5**

### **SECURITY CERTIFICATES, PAYMENTS**

#### **5.1 Certificates**

Security certificates shall be in such form as the Board may approve. The Chief Executive Officer, corporate secretary of the Corporation or the Board may order the cancellation of any security certificate that has become defaced and the issuance of a replacement certificate for it when the defaced certificate is delivered to the Corporation or to a transfer agent or branch transfer agent of the Corporation.

#### **5.2 Cheques**

Any amount payable in cash to shareholders (including dividends payable in cash) may be paid by cheque drawn on any of the Corporation's bankers to the order of each registered holder of shares of the class or series in respect of which such amount is to be paid. Cheques may be sent by ordinary mail, postage prepaid, to each such registered holder at that holder's address as shown in the records of the Corporation, unless that holder otherwise directs in writing. The mailing of a cheque as aforesaid shall satisfy and discharge all liability for the applicable dividend or other payment to the extent of the sum represented by such cheque plus the amount of any tax which the Corporation is required to and does withhold, unless such cheque is not paid on due presentation.

#### **5.3 Cheques to Joint Shareholders**

Cheques payable to joint shareholders shall be made payable to the order of all such joint shareholders unless such joint shareholders direct otherwise. Such cheques may be sent to the joint shareholders at the address appearing on the records of the Corporation in respect of that joint holding, to the first address so appearing if there is more than one, or to such other address as those joint shareholders direct in writing.

#### **5.4 Non-Receipt of Cheques**

The Corporation shall issue a replacement cheque in the same amount to any person who does not receive a cheque sent as provided in this by-law, if that person has satisfied the conditions regarding indemnity, evidence of non-receipt and title set by the Corporation from time to time, either generally or for that particular case.

#### **5.5 Currency of Dividends**

Dividends or other distributions payable in cash may be paid to some shareholders in Canadian currency and to other shareholders in equivalent amounts of a currency or currencies other than Canadian currency. The Board may declare dividends or other distributions in any currency or in alternative currencies and make such provisions as it deems advisable for the payment of such dividends or other distributions.

#### **5.6 Lien for Indebtedness**

If the articles provide that the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation, such lien may be enforced, subject to any other provisions of the

articles, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law or by equity and, pending such enforcement, the transfer of all or any part of such shares may be refused.

#### **5.7 Interest; Fractions**

No dividend or other distribution shall bear interest against the Corporation. Where the dividend or other distribution to which a shareholder is entitled includes a fraction of a cent, such fraction shall be disregarded and such payment shall be deemed payment in full.

#### **5.8 Fractional Security or Property**

If any dividend or other distribution results in any shareholder being entitled to a fractional part of a security or property, the Corporation may pay such shareholder in place of that fractional part the cash equivalent thereof as determined by the Board or may carry out the distribution and adjust the rights of the shareholders on a basis the Board considers appropriate.

### **ARTICLE 6 SIGNATORIES, INFORMATION**

#### **6.1 Signatories**

Except for documents executed in the usual and ordinary course of the Corporation's business, which may be signed by any officer or employee of the Corporation acting within the scope of his or her authority, the following are the only persons authorized to sign any document on behalf of the Corporation:

- (a) any individual appointed by resolution of the Board to sign the specific document, that type of document or documents generally on behalf of the Corporation; or
- (b) any director or any officer appointed to office by the Board.

Any document so signed may, but need not, have the corporate seal of the Corporation applied, if there is one.

#### **6.2 Facsimile Signatures**

The signature of any individual authorized to sign on behalf of the Corporation may, if specifically authorized by resolution of the Board, be written, printed, stamped, engraved, lithographed or otherwise mechanically reproduced. Anything so signed shall be as valid as if it had been signed manually, even if that individual has ceased to hold office when anything so signed is issued or delivered, until revoked by resolution of the Board.

#### **6.3 Restriction on Information Disclosed**

Except as required by the Act or authorized by the Board, no shareholder is entitled by virtue of being a shareholder to disclosure of any information, document or records respecting the Corporation or its business.

## **ARTICLE 7 PROTECTION AND INDEMNITY**

### **7.1 Transactions with the Corporation**

No director or officer shall be disqualified by reason of being a director or officer of the Corporation from, or be required to vacate his position as a director or officer by reason of, holding any other office, employment or other position with or having any pecuniary interest in or with respect to the Corporation or any other body corporate or contracting with or being otherwise in any way directly or indirectly interested in or concerned with any contract, transaction or arrangement made or proposed to be made with the Corporation or being a director or officer or acting in a similar capacity of, or having any interest in, another party to such contract, transaction or arrangement. No such contract, transaction or arrangement shall be void or voidable for any such reason and no director or officer shall be liable to account to the Corporation or others for any profit arising from any such office, employment or other position or pecuniary interest or realized in respect of any such contract, transaction or arrangement except, in all cases, as otherwise provided in the Act.

### **7.2 Limitation of Liability**

Subject to any applicable statutory provisions, no director or officer and no other individual who acts at the Corporation's request as a director or officer, or in a similar capacity, of another person shall be liable for:

- (a) the acts, receipts, neglects or defaults of any other person;
- (b) joining in any receipt or other act for conformity;
- (c) any loss, damage or expense to the Corporation or other person arising from the insufficiency or deficiency of title to any property acquired by or on behalf of the Corporation or other person;
- (d) the insufficiency or deficiency of any security in or upon which any monies of the Corporation or other person are invested;
- (e) any loss, damage or expense arising from the bankruptcy, insolvency, act or omission of any person with whom any monies, securities or other property of the Corporation or other person are lodged or deposited;
- (f) any loss, damage or expense occasioned by any error of judgment or oversight; or
- (g) any other loss, damage or expense related to the performance or non-performance of the duties of that individual's office.

### **7.3 Contracts on Behalf of the Corporation**

Subject to the Act, any contract entered into, or action taken or omitted, by or on behalf of the Corporation shall, if duly approved by a resolution of the shareholders, be deemed for all purposes to have had the prior authorization of the shareholders.

#### **7.4 Indemnity of Directors and Officers**

Subject to the limitations contained in the Act, but without limiting the right of the Corporation to indemnify any individual under the Act or otherwise to the full extent permitted by law, the Corporation:

- (a) shall indemnify each director or officer or former director or officer and each other individual who acts or has acted at the Corporation's request as a director or officer, or in a similar capacity, of another person (and each such individual's respective heirs and personal representatives), against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other person, provided:
  - (i) the individual acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other person for which the individual acted as a director or officer or in a similar capacity at the Corporation's request; and
  - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful; and
- (b) may advance monies to a director, officer or other individual for the costs, charges and expenses of an action or proceeding referred to in Section 7.4(a) in accordance with the Act.

Notwithstanding the foregoing, any such indemnity or advance of monies in respect of an action or proceeding referred to in Section 7.4(a) by or on behalf of the Corporation or other person in respect of which an individual has acted as director or officer or in a similar capacity at the request of the Corporation to procure judgment in its favour shall be subject to approval of a court.

#### **7.5 Indemnities Not Limiting**

The provisions of this Article 7 shall be in addition to and not in substitution for or limitation of any rights, immunities and protections to which a person is otherwise entitled.

### **ARTICLE 8 NOTICES**

#### **8.1 Procedure for Giving Notices**

Any notice (which term includes any communication or document) to be given pursuant to the Act, the articles, the by-laws (other than for the purposes of Article 3 of this by-law), or otherwise to a shareholder or other securityholder of the Corporation, director, officer or auditor shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the person's address as shown in the records of the Corporation or mailed to the person at such address by ordinary mail, postage prepaid, or, if the person consents, provided by electronic document in accordance with the Act. Notice

shall not be sent by mail if there is any general interruption of postal services in the municipality in which or to which it is mailed. Any notice so delivered shall be deemed to have been received when it is delivered personally or at the address as aforesaid. Any such notice mailed or provided by electronic document as aforesaid shall be deemed to have been received at the time specified in the Act.

## **8.2 Notices to Successors in Title**

Notice to a shareholder or other securityholder as aforesaid is sufficient notice to each successor in title to that shareholder or other securityholder until the name and address of that successor have been entered on the records of the Corporation.

## **8.3 Notice to Joint Securityholders**

Notice to one joint securityholder is sufficient notice to all of them. Such notice shall be addressed to all such joint securityholders and sent to the address for them shown in the records of the Corporation, or to the first such address if there is more than one.

## **8.4 Facsimile Signatures on Notices**

The signature on any notice or other communication or document to be given by the Corporation may be written, printed, stamped, engraved, lithographed or otherwise mechanically reproduced.

## **8.5 Omission of Notice Does Not Invalidate Actions**

All actions taken at a meeting in respect of which a notice has been given shall be valid even if:

- (a) by accident, notice was not given to any person;
- (b) notice was not received by any person; or
- (c) there was an error in a notice that did not affect the substance of the notice.

## **8.6 Waiver of Notice**

Any person entitled to notice under the Act, the articles or the by-laws may waive that notice. Waiver, either before or after the event referred to in the notice, shall cure any defect in giving that notice to such person.

# **ARTICLE 9 REPEAL OF FORMER BY-LAWS**

## **9.1 Former By-Laws May be Repealed**

The Board may repeal one or more by-laws by passing a by-law that contains provisions to that effect.

## **9.2 Effect of Repeal of By-Laws**

The repeal of any by-law in whole or part shall not in any way affect the validity of any act done or right, privilege, obligation or liability acquired or incurred thereunder prior to such repeal. All directors,

officers and other persons acting under any by-law repealed in whole or part shall continue to act as if elected or appointed under the provisions of this by-law.

### **9.3 Repeal**

All previous by-laws of the Corporation are repealed as of the coming into force of this amended and restated by-law.

**MADE** by the Board on the 11th day of January, 2013, and amended and restated with amendments approved by the Board on the 18th day of March, 2015.